



BellSouth Telecommunications, Inc.

333 Commerce Street
Suite 2101
Nashville, TN 37201-3300

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RECEIVED
OCT 31 PM 2 02
October 31, 2000
EXECUTIVE SECRETARY

Guy M. Hicks
General Counsel

615 214-6301
Fax 615 214-7406

VIA HAND DELIVERY

David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37238

Re: *Complaint of Intermedia Communications, Inc. Against BellSouth Telecommunications, Inc. To Enforce The Reciprocal Compensation Requirement of the Parties' Interconnection Agreement*
Docket No. 00-00280

Dear Mr. Waddell:

Enclosed are the original and thirteen copies of BellSouth Telecommunications, Inc.'s First Interrogatories and First Request for Production of Documents to Intermedia Communications, Inc. Copies of the enclosed are being provided to counsel of record for all parties.

Very truly yours,

Guy M. Hicks

GMH:ch
Enclosure

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

00 001 31 PM 2 02

In Re:)
Complaint of Intermedia Communications, Inc.)
Against BellSouth Telecommunications, Inc.)
To Enforce the Reciprocal Compensation)
Requirement of the Parties' Interconnection)
Agreement)
_____)

Docket No. 00-00280
EXECUTIVE SECRETARY

**BELLSOUTH TELECOMMUNICATIONS, INC.'S FIRST REQUEST FOR
PRODUCTION OF DOCUMENTS TO INTERMEDIA COMMUNICATIONS, INC.**

BellSouth Telecommunications, Inc. ("BellSouth") hereby requests Intermedia Communications, Inc. ("ICI") to provide responses to the following Requests for Production by November 14, 2000.

INSTRUCTIONS

(a) If any response required by way of answer to these Requests for Production is considered to contain confidential or protected information, please furnish this information subject to a protective agreement.

(b) If any document is withheld under a claim of privilege, please furnish a list of each document for which the privilege is claimed, reflecting the name and address of the person who prepared the document, the date the document was prepared, each person who was sent a copy of the document, each person who has viewed or who has had custody of a copy of the document, and a statement of the basis on which the privilege was claimed.

(c) These Requests for Production are to be answered with reference to all information in your possession, custody or control or reasonably available to you. These Requests for Production are intended to include requests for information that is physically within

ICI's possession, custody or control as well as in the possession, custody or control of ICI's agents, attorneys, or other third parties from which such documents may be obtained.

(d) If any Request for Production cannot be responded in full, answer to the extent possible and specify the reason for your inability to respond fully. If you object to any part of a Request for Production, answer all parts of the request to which you do not object, and as to each part to which you do object, separately set forth this specific basis for the objection.

(e) These Requests for Production are continuing in nature and require supplemental responses should information unknown to you at the time you serve your responses to these requests subsequently become known or should your initial response be incorrect or untrue.

DEFINITIONS

(a) "ICI" means Intermedia Communications, Inc., any predecessors in interest, its parent, subsidiaries, and affiliates their present and former officers, employees, agents, directors, and all other persons acting or purporting to act on behalf of ICI.

(b) "You" and "your" refer to ICI.

(c) "Complaint" refers to the Complaint filed with the Tennessee Regulatory Authority on April 5, 2000 in Docket No. 00-00280 by Intermedia Communications, Inc. against BellSouth Telecommunications, Inc.

(d) "Interconnection Agreement" means the interconnection agreement executed by Intermedia Communications, Inc. and BellSouth on July 1, 1996, together with all subsequent amendments, which is the subject of the Complaint.

(e) "Person" means any natural person, corporation, corporate division, partnership, other unincorporated association, trust, government agency, or entity.

REQUESTS FOR PRODUCTION

1. Produce copies of all documents identified in response to BellSouth's First Set of Interrogatories.
2. Produce all documents that refer or relate to or were generated in connection with ICI's negotiation or execution of Interconnection Agreement.
3. Produce all documents that refer or relate to or support ICI's contention that it understood that calls to ISPs "terminate" at the ISP under the Interconnection Agreement.
4. Produce all documents that support or refer or relate to ICI's allegations in the Complaint, *including, but not limited to*, all documents created prior to July 1, 1996 reflecting ICI's belief that it would be receiving reciprocal compensation from BellSouth for ISP traffic.
5. Produce all documents that refer or relate to any projections, estimates, studies, calculations, or budgets developed by or on behalf of ICI that reflect the amount of reciprocal compensation and/or the volume of calls ICI expected to receive from BellSouth.
6. Produce all documents that refer or relate to any arrangement or agreement between ICI and any other person that involves the sharing of any reciprocal compensation received by ICI from BellSouth.
7. Produce all documents that refer or relate to any reciprocal compensation that ICI has billed BellSouth for traffic generated by or directed to any person or entity with which ICI has an arrangement or agreement to share reciprocal compensation received by ICI from BellSouth.
8. Produce all documents related to the negotiation and execution of the June 3, 1998 Amendment to the Interconnection Agreement.

9. Produce all documents relating to, used in, or resulting from, discussions between BellSouth and ICI concerning the June 3, 1998 Amendment to the Interconnection Agreement *prior* to the execution of the June 3, 1998 Amendment to the Interconnection Agreement.

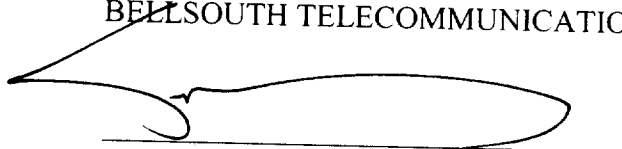
10. Produce all documents relating to, used in, or resulting from, discussions between BellSouth and ICI concerning the June 3, 1998 Amendment to the Interconnection Agreement, *subsequent* to the execution of the June 3, 1998 Amendment to the Interconnection Agreement.

11. Produce all documents relating to, used in, or resulting from, any internal meetings (including telephonic meetings) within ICI concerning the June 3, 1998 Amendment to the Interconnection Agreement, *prior* to the execution of the June 3, 1998 Amendment to the Interconnection Agreement.

12. Produce all documents relating to, used in, or resulting from, any internal meetings (including telephonic meetings) within ICI concerning the June 3, 1998 Amendment to the Interconnection Agreement, *subsequent* to the execution of the June 3, 1998 Amendment to the Interconnection Agreement.

Respectfully submitted this 31st day of October 2000.

BELLSOUTH TELECOMMUNICATIONS, INC.



Guy M. Hicks
333 Commerce Street, Suite 2101
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(615) 214-6301

R. Douglas Lackey
E. Earl Edenfield Jr.
675 W. Peachtree Street, Suite 4300
Atlanta, Georgia 30375
(404) 335-0763

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In Re:)
Complaint of Intermedia Communications, Inc.)
Against BellSouth Telecommunications, Inc.)
To Enforce the Reciprocal Compensation)
Requirement of the Parties' Interconnection)
Agreement)
_____)

Docket No. 00-00280

**BELLSOUTH TELECOMMUNICATIONS, INC.'S
FIRST INTERROGATORIES TO INTERMEDIA COMMUNICATIONS, INC.**

BellSouth Telecommunications, Inc. ("BellSouth") hereby requests Intermedia Communications, Inc. ("ICI") to provide answers in response to the following Interrogatories by November 14, 2000.

INSTRUCTIONS

(a) If any response required by way of answer to these Interrogatories is considered to contain confidential or protected information, please furnish this information subject to a protective agreement.

(b) If any response required by way of answer to these Interrogatories is withheld under a claim of privilege, please identify the privilege asserted and describe the basis for such assertion.

(c) These Interrogatories are to be answered with reference to all information in your possession, custody or control or reasonably available to you.

(d) If any Interrogatory cannot be responded to in full, answer to the extent possible and specify the reason for your inability to respond fully. If you object to any part of an

Interrogatory, answer all parts of the Interrogatory to which you do not object, and as to each part to which you do object, separately set forth the specific basis for the objection.

(e) These Interrogatories are continuing in nature and require supplemental responses should information unknown to you at the time you serve your responses to these Interrogatories subsequently become known or should your initial response be incorrect or untrue.

DEFINITIONS

(a) "ICI" means Intermedia Communications, Inc., any predecessors in interest, its parent, subsidiaries, and affiliates their present and former officers, employees, agents, directors, and all other persons acting or purporting to act on behalf of ICI.

(b) "You" and "your" refer to ICI.

(c) "Person" means any natural person, corporation, corporate division, partnership, other unincorporated association, trust, government agency, or entity.

(d) "And" and "or" shall be construed both conjunctively and disjunctively, and each shall include the other whenever such construction will serve to bring within the scope of these Interrogatories information that would not otherwise be brought within their scope.

(e) "Identification" or "identify" when used in reference to: (i) a natural individual, requires you to state his or her full name and residential and business address; (ii) a corporation, requires you to state its full corporate name and any names under which it does business, the state of incorporation, and the address of its principal place of business; (iii) a document, requires you to state the number of pages and the nature of the document (e.g., a letter or memorandum), its title, its date, the name or names of its authors and recipients, and its present location or custodian; (iv) a communication, requires you, if any part of the communication was written, to identify the document or documents which refer to or evidence the communication, and to the extent that the

communication was not written, to identify the persons participating in the communication and to state the date, manner, place, and substance of the communication.

(f) “Complaint” refers to the Complaint filed with the Tennessee Regulatory Authority on April 5, 2000 in Docket No. 00-00280 by Intermedia Communications, Inc. against BellSouth Telecommunications, Inc.

(g) “Interconnection Agreement” means the interconnection agreement executed by Intermedia Communications, Inc. and BellSouth on July 1, 1996, together with all subsequent amendments, which is the subject of the Complaint.

INTERROGATORIES

1. Identify all persons participating in the preparation of the answers to these Interrogatories or supplying information used in connection therewith and describe the extent of each person’s participation, including any information that person provided.

2. Identify all documents that refer or relate to any issues raised in the Complaint.

3. Identify all employees, representatives, or agents of ICI involved in the negotiating the Interconnection Agreement, including any amendments thereto. In answering this Interrogatory, please explain in detail the role of each such employee, representative, or agent in the negotiations.

4. Do you contend that at the time the parties negotiated the Interconnection Agreement, both ICI and BellSouth intended to treat calls to Internet Service Providers as “local traffic” under that Agreement? If the answer to the foregoing is in the affirmative, please state all facts and identify all documents that support this contention.

5. Do you contend that at the time the parties negotiated the Interconnection Agreement, both ICI and BellSouth intended to treat calls to Internet Service Providers (“ISP”) as if such calls “terminated” at the ISP? If the answer to the foregoing is in the affirmative, please state all facts and identify all documents that support this contention.

6. Do you contend that there is a difference between the place where a call “terminates” for jurisdictional purposes and the place where a call “terminates” for reciprocal compensation purposes? If the answer to the foregoing is in the affirmative, please:

- (a) explain in detail the distinction between call termination for jurisdictional and reciprocal compensation purposes;
- (b) state the date and describe the circumstances when ICI first concluded that there was a distinction between call termination for jurisdictional and reciprocal compensation purposes;
- (c) state the date and describe the circumstances when ICI first stated publicly that there was a distinction between call termination for jurisdictional and reciprocal compensation purposes; and
- (d) identify all documents that refer or relate to or support a distinction between call termination for jurisdictional and reciprocal compensation purposes.

7. Has ICI entered into any arrangement or agreement with any person that involves the sharing of any reciprocal compensation received by ICI from BellSouth? If the answer to the foregoing is in the affirmative, identify the person, state the date when such an arrangement was reached or agreement was entered into, and identify all documents referring or relating to such an arrangement or agreement.

8. State the total number of minutes of use from BellSouth to ICI in Tennessee for each month since July 1996 for which ICI has been paid or is seeking the payment of reciprocal compensation.
9. Identify the number of ICI's total customers in Tennessee, and separately identify the number of those customers that are (1) Internet Service Providers ("ISPs"); and (2) business customers other than ISPs; and (3) residential customers.
10. For the ISP customers identified in response to Interrogatory No. 16, state, on an annual basis since 1996, (a) the total amount billed by ICI for service to those customers from inception of service to present; (b) the amounts of any credits, rebates, or adjustments given to such customers; and (c) the total amount of revenue collected from such customers, from inception of service to present.
11. Does ICI own or have an interest in an ISP in Tennessee? Is ICI affiliated in any way with an ISP in Tennessee (other than a customer relationship)? If so, explain in full the nature of such interest or affiliation and identify all documents that refer or relate to such interest or affiliation.
12. If the response to Interrogatory No. 18 is in the affirmative, state the percentage of reciprocal compensation that ICI is claiming in this proceeding that was generated from calls to ISPs owned by or affiliated with ICI, or in which ICI has an interest in Tennessee.
13. For each year beginning in 1996, state, on an annual basis, the total revenues ICI earned or expects to earn in reciprocal compensation payments from BellSouth in Tennessee.
14. For each year beginning in 1996, state, on an annual basis, the total revenues ICI earned or expects to earn from its ISP customers in Tennessee.

15. State the actual cost ICI incurs in transporting ISP traffic from the point of interconnection with BellSouth to the ISP server being served by an ICI switch. In answering this Interrogatory, describe in detail how this cost was calculated and identify all documents referring or relating to such calculation.

16. Was the definition of "local traffic" the subject of discussion between ICI and BellSouth in negotiating the Interconnection Agreement? If so, describe with particularity those discussions and identify all documents that refer or relate to those discussions.

17. Was the issue of whether reciprocal compensation should be paid for calls to ISPs the subject of discussion between ICI and BellSouth in negotiating the Interconnection Agreement? If so, describe with particularity those discussions and identify all documents that refer or relate to those discussions.

18. Was the issue of where calls to ISPs "terminate" the subject of discussion between ICI and BellSouth in negotiating the Interconnection Agreement? If so, describe with particularity those discussions and identify all documents that refer or relate to those discussions.

19. Prior to executing the Interconnection Agreement in July 1996, did ICI ever state publicly that ISP traffic was local or that reciprocal compensation should be paid for such traffic? If so, describe with particularity each such statement and identify all documents that refer or relate to those statements.

20. Identify all documents related to the negotiation and execution of the June 3, 1998 Amendment to the Interconnection Agreement.

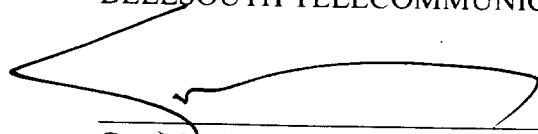
21. Identify all employees, representatives, or agents of ICI involved in the negotiation of the June 3, 1998 Amendment to the Interconnection Agreement. In answering this

Interrogatory, please explain in detail the role of each such employee, representative, or agent in the negotiations.

22. In regard to Attachment A to the June 3, 1998 Amendment to the Interconnection Agreement, did ICI intend to include Tennessee Regulatory Authority approved rates under the column labeled "TN"? If not, describe in detail how the rates under the "TN" column were developed.

Respectfully submitted this 31st day of October 2000.

BELLSOUTH TELECOMMUNICATIONS, INC.

A handwritten signature in black ink, appearing to read "Guy M. Hicks", is written over a horizontal line.

Guy M. Hicks
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CERTIFICATE OF SERVICE

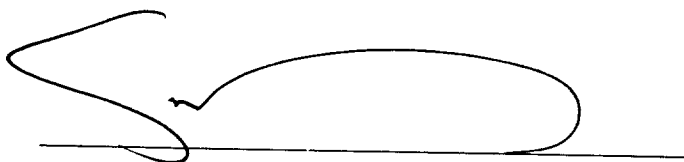
I hereby certify that on October 31, 2000, a copy of the foregoing document was served on the parties of record, via the method indicated:

- ☐ Hand
- ☒ Mail
- ☐ Facsimile
- ☐ Overnight

H. LaDon Baltimore, Esquire
Farrar & Bates
211 Seventh Ave. N, # 320
Nashville, TN 37219-1823

- ☐ Hand
- ☒ Mail
- ☐ Facsimile
- ☐ Overnight

Scott Saperstein
Senior Policy Counsel
Intermedia Communications, Inc.
3625 Queen Palm Drive
Tampa, FL 33619

A handwritten signature in black ink, appearing to read 'Scott Saperstein', is written over a horizontal line.